

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
SKDKnickerbocker LLC

2. Registration No.
6690

3. Name of Foreign Principal
Prince Albert II of Monaco Foundation

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
See attached.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Raising the profile of the Prince Albert II of Monaco Foundation through public affairs and media consulting services.

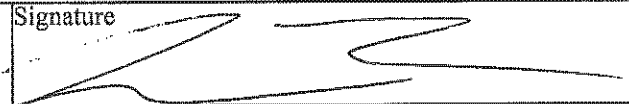
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Raising the profile of the Prince Albert II of Monaco Foundation through public affairs and media consulting services.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
8/7/19	THEODORE CMIODO COO	

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Amendment No. 1

This Amendment No. 1 ("Amendment") shall amend the Consulting Agreement effective as of May 31, 2019 ("Agreement") between Prince Albert II of Monaco Foundation (Client) and SKDKnickerbocker LLC, a Delaware limited liability company ("SKDK") (collectively, "Parties").

The Parties agree to amend the Agreement as follows:

1. This Amendment No.1 shall be effective as of August 1, 2019.
2. The term of the Agreement shall be extended until December 31, 2019.
3. Prince Albert II of Monaco Foundation shall pay SKDK a fee of thirty-five thousand dollars (\$35,000.00) per month in exchange for SKDK's services during the time period of 8/1/2019 to 12/31/2019. Termination may occur at any time, at the discretion of either Client or SKDK, upon fifteen (15) days written notice.
4. Except as modified or enlarged by this Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. This Amendment, together with the Agreement, is the complete agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreement, amendment or representations thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date signed by both Parties below.

SKDKNICKERBOCKER LLC

PRINCE ALBERT II OF MONACO FOUNDATION

By: 

By: 

Name: THEODORE CUSIDO

Name: Olivier Wenden

Title: COO

Title: Executive Director

Date: 8/2/19

Date: 8/1/2019

Amendment No. 1

This Amendment No. 1 ("Amendment") shall amend the Consulting Agreement effective as of May 31, 2019 ("Agreement") between Jane Hoffman (Consultant) and SKDKnickerbocker LLC, a Delaware limited liability company ("SKDK") (collectively, "Parties").

The Parties agree to amend the Agreement as follows:

1. This Amendment No.1 shall be effective as of July 31, 2019.
2. The term of the Agreement shall be extended until December 31, 2019.
3. SKDK shall pay Jane Hoffman a fee of ten thousand dollars (\$10,000.00) per month in exchange for Jane's services related to the Prince Albert II of Monaco Foundation during the time period of 8/1/2019 to 12/31/2020. Termination may occur at any time, at the discretion of either Consultant or SKDK, upon ten (10) days written notice.
4. Except as modified or enlarged by this Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect in accordance with its terms. This Amendment, together with the Agreement, is the complete agreement of the Parties with respect to the subject matter hereof and supersedes any prior agreement, amendment or representations thereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives as of the date signed by both Parties below.

SKDKKNICKERBOCKER LLC

JANE HOFFMAN

By:  _____

By: _____

Name: THEODORE C WIDD

Name: _____

Title: COO

Title: _____

Date: 8/2/19

Date: _____